

REMARKS

Before entry of this Response, claims 1-28 were pending in the application. Claims 10-12, 15, 20-24 and 26-28 have been withdrawn. After entry of this Response, claims 1-9, 13, 14, 16-19 and 25 remain pending under examination. The number of total claims has not been increased, and the number of independent claims has not been increased beyond the number for which payment previously had been made.

The following is a brief summary of the Action. Claims 1-9 and 25 were rejected under 35 U.S.C. 103(a) as being unpatentable over Krautkramer et al (U.S. Patent No. 6,231,557). Claims 13, 14 and 16-19 were rejected under 35 U.S.C. 103(a) as being unpatentable over Krautkramer et al in view of Popp et al (U.S. Patent Publication No. 2002/0087139).

For the reasons explained below, applicants respectfully traverse the rejection of claims 1-9 and 25 under 35 U.S.C. § 103(a) as being unpatentable over Krautkramer et al (US Patent No. 6,231,557).

The absorbent article of each of independent claims 1 and 25 is constructed with the following requirements (emphasis added):

said bodyside liner comprising a material having
an **untensioned and ungathered**, inherently extensible base layer of a fluid permeable material, said base layer extendable to at least about 125% of its original dimension in a first direction essentially without fracture of said base layer material;
at least a first and a second strip of **substantially untensioned** elastomeric material wholly disposed on and attached to said base layer material **to form flat planar composite regions** with a space between said strips such that a center untensioned region of said base layer material is

bordered on at least two longitudinally extending sides by said composite regions of said elastomeric materials and said base layer material, said center region generally disposed over said absorbent body structure; and
wherein said center region of untensioned base layer material is bonded directly to the immediately underlying portion of said absorbent body structure in registry with the center region of untensioned base layer material in its untensioned condition **and said composite regions are stretchable in at least a second direction of said absorbent article.**

As explained at page 4, lines 14 – 25, of applicants' specification (emphasis added):

The center region overlies an absorbent body structure in the absorbent article and may be adhered to at least a portion of the underlying absorbent body structure **to ensure that its capillary structure does not change upon stressing (stretching) the elastomeric side strips of the composite material.**

The **elastomeric side strips** may extend out to serve as elastomeric side portions and **provide the absorbent article chassis with** desired degrees of **stretch without compromising the structural integrity or characteristics of the liquid permeable center region of base material** and the underlying absorbent body structure. The side panels and an elastic outer cover may extend independently from the absorbent body structure, in which case the **absorbent structure need not extend and thus have its liquid handling properties change when the chassis is stretched.**

That is why each of claims 1 and 25 require the first and second strips of **substantially untensioned** elastomeric material wholly disposed on and attached to the base layer material to form **flat planar composite regions** with a space between the strips such that a center untensioned region of the base layer material is bordered on at least two longitudinally extending sides by the composite regions of the elastomeric materials and

the base layer material and generally disposed over the absorbent body structure. Each of these composite regions outlies to one of the opposite sides of the center region of untensioned base layer material that is bonded directly to the immediately underlying portion of the absorbent body structure. Each of these composite regions stretches in at least a second direction other than just the longitudinal direction. By being so constructed and disposed, the two outlying composite regions function to absorb any stretching that otherwise might reach the absorbent body structure and ruin the optimal capillary structure of the absorbent body structure. So the **flat planar composite regions** in applicants' claimed article in effect serve to protect the optimal absorbent qualities of the absorbent body structure.

The November 2007 Office Action is citing Krautkramer et al's leg elastic members 34 as if they are the same as the applicants' first and second strips of **substantially untensioned** elastomeric material that form each of the two **flat planar composite regions** that border one of the opposite sides of the center region of untensioned base layer material that is bonded directly to the immediately underlying portion of the absorbent body structure.

However, as is the case with Krautkramer et al, leg elastics are usually themselves attached to the underlying substrate while the leg elastics are in a **highly tensioned condition** of at least 150%, if not 200%, elongation. Alternatively, as is the case with Krautkramer et al, if the leg elastics are to be applied in a substantially untensioned condition, then the substrate underlying the leg elastics must be in a **gathered condition**, and any combination of untensioned elastic and underlying gathered base layer material would not form a **flat planar composite region**.

Claims 1 and 25 have been amended so as to clarify that each of the outlying first and second strips is of **untensioned** elastomeric material is attached to an **untensioned** and **ungathered** base layer to form a **flat planar composite region** that borders the opposite sides of the central untensioned region bonded directly to the absorbent body structure. With this clarification, applicants' first and second strips cannot inadvertently implicate mere elastic strips around leg openings like the Krautkramer et al leg elastic members 34.

Applicants therefore respectfully submit that claims 1-9 and 25 are patentable under 35 U.S.C. § 103(a) over Krautkramer et al for this first reason alone.

The absorbent article of each of independent claims 1 and 25 is constructed with the following requirements (emphasis added):

a **non-extensible** absorbent body structure

* * *

wherein said center region of **untensioned base layer material is bonded directly to the immediately underlying portion of said absorbent body structure** in registry with the center region of untensioned base layer material in its untensioned condition and said composite regions are stretchable in at least a second direction of said absorbent article.

However, notwithstanding all of the extensive citations to Krautkramer et al, the Office Action admits that Krautkramer et al fails to disclose that the **center region** of the necked base layer material of the bodyside liner 28 is **bonded directly** to the **immediately underlying portion of said absorbent body structure** 32/48 in registry with the center region of untensioned base layer material 28 in its untensioned condition.

Specifically, the November 2007 Office Action contends at page 4, lines 1-14 that

(emphasis added):

Krautkramer teaches that bonding of elastomeric material may be done either in a tensioned or an untensioned state (col. 22, line 66 to col. 23, line 55). **Krautkramer does not expressly teach that the base layer material is bonded directly to the immediately underlying portion of the absorbent body structure, nor that the base layer material is bonded in an untensioned state. Applicant's specification does not disclose that direct bonding serves any stated purpose or solves any particular problem. On the contrary, applicant's specification teaches that direct and indirect bonding are equivalent (specification, page 8, lines 23-29). In light of Krautkramer's teaching that bonding of elastomeric material may be done in either or a tensioned or an untensioned state, and the teaching in applicant's specification that direct and indirect bonding are equivalent, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Krautkramer to include suitable bonding between the base layer material and the absorbent body structure, and a suitable bonding method for the base layer material and the absorbent body structure.**

Thus, in order to establish what was obvious to one of ordinary skill, the Office Action relies on: (1) an assumption that applicants' specification fails to disclose that direct bonding serves any stated purpose or solves any particular problem, (2) an assumption that applicant's specification teaches that direct bonding and indirect bonding are equivalent and (3) an assumption about a teaching of Krautkramer. For the reasons presented below, applicants respectfully submit that these three assumptions are clearly erroneous.

As to the first erroneous assumption, lines 5-6 on page 4 of Office Action contend that:

Applicant's specification does not disclose that direct

bonding serves any stated purpose or solves any particular problem.

However, this statement is incorrect. Indeed, applicants' specification explains that by directly bonding the center region of untensioned base layer material of the bodyside line to the non-extensible absorbent body structure in its untensioned condition, the underlying non-extensible absorbent body assists in preventing the stretching of the center region of the bodyside liner when the customer uses the article. By preventing this stretching, the ideal capillary structure of the bodyside liner is preserved, thereby resulting in preservation of the desired capillary structure for transmitting fluid through the bodyside liner and into the underlying absorbent body.

As explained at page 2, lines 4 – 11 of applicants' specification (emphasis added):

if a necked material with a given fiber and capillary structure is used as a bodyside liner material and is stretched in a direction, the fibers are forced to move and/or rotate to accommodate the stretch. This movement and/or rotation of the fibers changes the capillary structure of the necked nonwoven material. **If the necked, non-stretched nonwoven had an ideal capillary structure before stretching, the stretched material will no longer have that ideal structure.** In general, any changes in the dimensions of the material in width, length, or thickness will change the capillary structure.

As explained at page 2, lines 20 – 24 of applicants' specification (emphasis added):

It can be seen that a problem may occur in that **for optimum absorbency, the product should not extend**, but for fit, comfort and containment, it should extend without the complications that arise from attaching multiple elastic and non-extensible components together. The present invention resolves this dilemma.

As explained at page 3, line 32 – page 4, line 3 of applicants' specification (emphasis added):

The composite material is attached to another material, for example an absorbent body structure, while maintaining the region of extensible base material in an untensioned state. If the other material is **non-extensible, for example an absorbent structure, the attached region of extensible base material is rendered essentially non-extensible.**

As explained at page 4, lines 32, of applicants' specification (emphasis added):

The center region overlies an absorbent body structure in the absorbent article and may be adhered to at least a portion of the underlying absorbent body structure **to ensure that its capillary structure does not change upon stressing (stretching) the elastomeric side strips of the composite material.**

Claim 1, as presented herein, requires (emphasis added):

a **non-extensible** absorbent body structure * *

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* * *

said bodyside liner comprising a material having

an untensioned and ungathered, inherently extensible **base layer of a fluid permeable material,** * * * ,

wherein **said center region** of untensioned base layer material **is bonded directly to the immediately underlying portion of said absorbent body structure in registry with the center region of untensioned base layer material in its untensioned condition** and said composite regions are stretchable in at least a second direction of said absorbent article.

Thus, claim 1 requires the **center region** of untensioned base layer material of the bodyside liner to be **bonded directly to the immediately underlying portion** of the **non-extensible** absorbent body structure.

Similarly, claim 25 requires (emphasis added):

a **non-extensible** absorbent body structure * *

*,

* * *

said **first region of base layer material is bonded directly to** the immediately underlying portion of **said absorbent body structure in** registry with the first region of base layer material in **its untensioned condition** and said composite region is stretchable in at least a transverse direction in use of said absorbent article;

Thus, claim 25 similarly requires the **center region** of untensioned base layer material of the bodyside liner **to be bonded directly to the immediately underlying portion** of the **non-extensible** absorbent body structure.

Accordingly, in applicants' article, the **center region** of the bodyside liner, which is untensioned base layer material that imparts an ideal capillary structure for transmitting fluid to the underlying absorbent body, is then **bonded directly to the immediately underlying portion of the non-extensible absorbent body** in that ideal untensioned condition so that the absorbent body assists in preventing the stretching of the **center region** of the bodyside liner when the customer uses the article.

Additionally, as noted above, the fact that the **composite regions** that border each opposite side of the **center region** of the bodyside liner are stretchable, assists in preventing the customer's manipulation of the article from stretching the **center region** of the bodyside liner because the **composite regions** take up the stretching movements of the customer's manipulation of the article.

Krautkramer by contrast calls for the underlying absorbent body to be "elastomerically stretchable" at column 3, lines 32 – 34 as follows (emphasis added):

The backsheet member 30 and retention portion 48

are desirably **elastomerically stretchable**.

The retention portion 48 is the underlying absorbent body. Moreover, as explained at Krautkramer et al column 16, line 45 – column 17, line 41, Krautkramer et al **calls for an absorbent retention portion 48 that is substantially elastomerically stretchable**.

Thus, Krautkramer teaches a structure that would not accomplish what applicants' claimed structure accomplishes, even if Krautkramer did teach that the base layer material and the absorbent body structure are to be directly bonded together, which Krautkramer does not suggest.

Plainly, an absorbent retention portion 48 that is substantially elastomerically stretchable would defeat the purpose of having the **center region** of the Krautkramer et al bodyside liner 28 bonded directly to the Krautkramer et al absorbent retention portion 48. For an absorbent retention portion 48 that is substantially elastomerically stretchable would not resist stretching of this **center region** of the Krautkramer et al bodyside liner 28 during the customer's manipulation of the Krautkramer et al article 10.

Moreover, as shown in Krautkramer et al's FIG. 3, the interposition of surge management layer 46 and absorbent wrap 74 between bodyside liner 28 and absorbent retention portion 48 prevents any sort of direct bonding of the bodyside liner 28 to the absorbent retention portion 48. For Krautkramer et al to render claims 1-9 and 25 obvious under 35 U.S.C. 103(a), there must be an unambiguous disclosure of direct bonding of the **center region** of the bodyside liner 28 to a **non-extensible** absorbent layer 32.

The second erroneous assumption pertains to applicant's definition of "attached" and "joined." Neither of these words "attached" and "joined" is present in the relevant

language of claims 1 and 25. As to the second erroneous assumption, the Office Action contends that applicant's specification at page 8, lines 23-29, "**teaches that direct and indirect bonding are equivalent.**" Specifically, lines 7-8 on page 4 of Office Action contend that:

applicant's specification teaches that direct and indirect bonding are equivalent (specification, page 8, lines 23-29).

However, the cited portion of applicant's specification does not support this statement, and this contention of the Office Action is therefore clearly erroneous. For page 8, lines 23-29, of applicant's specification states (emphasis added):

"Attached" and **"joined"** refers to the bonding, adhering, connecting, and any other method for attaching or joining two elements, including conventional methods of ultrasonic, adhesive, mechanical, sewing, stitching, hydroentangling. Two elements will be considered to be **attached** or **joined** together when they are **bonded directly** to one another **or indirectly** to one another. Such as when each is directly attached to an intermediate element.

Because this language distinguishes between "bonded directly" and "bonded indirectly," the conclusion drawn by the Office Action is incorrect. The cited portion of applicants' specification merely defines the words "attached" and "joined" when they appear by themselves. Per applicants' specification, "attached" can mean "bonded directly" or "bonded indirectly," and "joined" can mean "bonded directly" or "bonded indirectly." However, the relevant language in each of claims 1 and 25 is neither "joined" nor "attached." The relevant language in each of claims 1 and 25 is **"bonded directly,"** which expressly distinguishes over "bonded indirectly."

Additionally, Krautkramer fails to teach that the base layer material and the

absorbent body structure are to be bonded in any manner, except along their periphery as stated in Krautkramer column 9, lines 18 – 32. Thus, Krautkramer fails to disclose that the base layer material 28 and the absorbent body structure 32 are directly bonded together along the center region interface between the two. Specifically, Krautkramer fails to disclose that the (emphasis added):

center region of untensioned base layer material is **bonded directly to the immediately underlying portion** of said absorbent body structure **in registry with** the center region of untensioned base layer material in its untensioned condition * * * .

Finally, the Office Action's reliance on the assumption that Krautkramer teaches that bonding of elastomeric material may be done either in a tensioned or untensioned state fails to equate to a teaching that a particular portion of elastomeric material in the Krautkramer article should be done either in a tensioned state or in an untensioned state.

Moreover, the discussion at Krautkramer column 2, line 66 to column 23, line 55 pertains to the leg elastic member 34. At Krautkramer column 23, lines 6-8, it is explained that the leg elastic members 34 are secured "in an elastically contractible condition so that in a normal under strain configuration, they effectively contract against the diaper 10." Thus, Krautkramer here teaches only that bonding of elastomeric material may be done in an untensioned state. This is not Krautkramer teaching that bonding of elastomeric material may be done in a tensioned state.

Applicants therefore respectfully submit that claims 1-9 and 25 are patentable under 35 U.S.C. § 103(a) over Krautkramer et al.

For the reasons explained below, applicants respectfully traverse the rejection of claims 13, 14 and 16-19 under 35 U.S.C. § 103(a) as being unpatentable over Krautkramer et al in view of Popp et al (US Publication No. 2002/0087139).

Popp et al fails to correct the deficiencies noted above in Krautkramer et al.

Applicants therefore respectfully submit that claims 13, 14 and 16-19 are patentable under 35 U.S.C. § 103(a) over Krautkramer et al in view of Popp et al.

Applicants respectfully request reconsideration and reexamination of claims 1-9, 13, 14, 16-19 and 25, as presented herein, and submit that these claims are in condition for allowance and should be passed to issue.

If any fee or extension of time is required to obtain entry of this Amendment, the undersigned hereby petitions the Commissioner to grant any necessary time extension and authorizes charging Deposit Account No. 04-1403 for any such fee not submitted herewith.

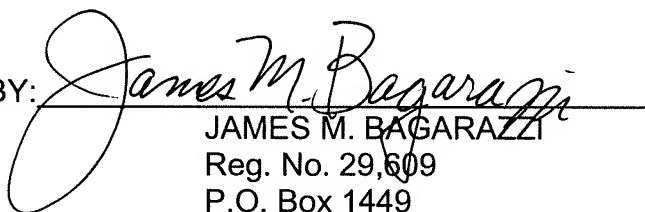
Respectfully submitted,

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